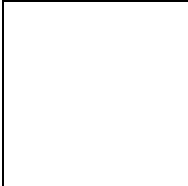


The following is the Table of Contents for the Internet Bid Package documents.

03a0990a.doc	Invitation For Bid Package, 21 pages
03a0990b.doc	Sample Agreement, 15 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	Agreement No. 03a0990	
	Bid Due Date: 10/14/04	
	Bid Due Time: 2:15 P.M.	
	Bid Opening Time: 2:30 P.M.	
	Attn: Patricia Gamoning	
	Department of Transportation, MS-67 Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006	

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!***September 16, 2004****INVITATION FOR BID (IFB)
IFB # 03A0990
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled 03A0990, Trash Pick-up, Hauling and Disposal. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone Number (916) 227-6075, Fax Number (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Patricia Gamoning
Department of Transportation
Phone Number (916) 227-6071
Fax Number (916) 227-6159

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Patricia Gamoning
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section B 1, Time Schedule** for more details.

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A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 5 (Exhibit A)**.

B) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	09/16/04	
Written Question Submittal	10/06/04	
Final Date and Time for Bid Submission	10/14/04	2:15 PM
Bid Opening	10/14/04	2:30 PM
Proposed Award Date (estimate)	12/01/04	

2. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by **October 6, 2004**.
- b) Written questions must include the individual's name, firm name, complete address and must reference IFB No. 03A0990. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-67
Division of Procurement and Contracts
Attention: Patricia Gamoning
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section B (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the

responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bids prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in this Agreement should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. Recycle Certification

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

6. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 5, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

7. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section B, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 03A0990
IFB Name: Trash Pick-up, Hauling, and Disposal
Bid Due Date:
Firm Name:
Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope may be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 4, Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 67
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section B - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject any or all bids.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

8. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) The final selection will be made on the basis of the lowest responsible bid. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

9. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: A.C. Lichtman, Protest and Dispute Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6084 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at www.dgs.ca.gov/contracts. Bidder may also, as an option, submit with bid package.

10. Standard Conditions of Service

- a) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b) All performance under the contract shall be completed on or before the termination date of the contract.
- c) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 304** may be viewed at Internet site www.dgs.ca.gov/contracts.

- d) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e) The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded contract.
- f) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less and bidder will be placed on a default status. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a contract where work has not commenced or was suspended without cause, or (3) where contract is terminated for contractor failing to perform services required by the contract in a satisfactory manner.
- g) After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- h) No oral understanding or agreement shall be binding on either party.

C) Preference Programs

The following Preference Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 3 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 3).

Additional References: <http://www.pd.dgs.ca.gov>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business or microbusiness preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the certification approval process should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

BID PROPOSAL**ATTACHMENT 1**

ADM-1412 (REV. 06/02) PAGE _1_ OF _2_

Contractor's Name:						Agreement No. 03A0990
ITEM	LOCATION	DESCRIPTION	UNIT OF MEASURE	A ESTIMATED NUMBER OF PICK-UPS*	B UNIT PRICE (in figures)	C Total Column A x B (in figures)
1	Northgate Mtce. Station 3940 Rosin Court Sacramento, CA (916) 263-6951	a) One (1) 40 cubic yard bin	Once a Week	104	\$ _____	\$ _____
		b) One (1) 20 cubic yard bin	On-call	10	\$ _____	\$ _____
2	West Sacramento Mtce. Station 1040 South River Road W. Sacramento, CA (916) 375-8343	a) One (1) 40 cubic yard bin	Once a Week	104	\$ _____	\$ _____
		b) One (1) 20 cubic yard bin	Once a Week	104	\$ _____	\$ _____
3	Sunrise Maintenance Station 11325 Sanders Rancho Cordova, CA (916) 859-7816	a) One (1) 40 cubic yard bin	Once a Week	104	\$ _____	\$ _____
		b) One (1) 20 cubic yard bin	Twice a month	48	\$ _____	\$ _____
4	Sacramento Bridge Crew 2809 28 th & B Street Sacramento, CA (East End) (916) 445-0181	One (1) 20 cubic yard bin	Twice a month	48	\$ _____	\$ _____
5	Sacramento Bridge Crew 2805 28 th & B Street Sacramento, CA (West End) (916) 322-9607	One (1) 15 cubic yard bin	On-Call	6	\$ _____	\$ _____
6	Woodland Mtce. Station 624 N. East Street Woodland, CA (530) 662-2426	a) One (1) 40 cubic yard bin	Once a Week	104	\$ _____	\$ _____
		b) One (1) 20 cubic yard bin	On-Call	10	\$ _____	\$ _____

BID PROPOSAL**ATTACHMENT 1**

ADM-1412 (REV. 06/02) PAGE _2_ OF _2_

Contractor's Name:						Agreement No. 03A0990
ITEM	LOCATION	DESCRIPTION	UNIT OF MEASURE	A ESTIMATED NUMBER OF PICK-UPS*	B UNIT PRICE (in figures)	C Total Column A x B (in figures)
7	Elk Grove Mtce. Station 9087 Elkmont Way Elk Grove, CA (916) 686-5032	a) One (1) 40 cubic yard bin	Once a week	104	\$ _____	\$ _____
		b) One (1) 20 cubic yard bin	Twice a month	48	\$ _____	\$ _____
8	Esparto Maintenance Station 17240 Yolo Avenue Esparto, CA 95627 (530) 7870-3520	a) One (1) 30-Cubic yard bin	Once a Month	21	\$ _____	\$ _____
		b) No Haul Pick-Up	Each	3	\$ _____	\$ _____
9	Dunnigan Roadside Rest Area (Northbound) I-5 at Dunnigan Dunnigan, CA (530) 662-2426	a) One (1) 30-Cubic yard bin	Once a Week	98	\$ _____	\$ _____
		b) No Haul Pick-Up	Each	6	\$ _____	\$ _____
10	Dunnigan Roadside Rest Area (Southbound) I-5 at Dunnigan Dunnigan, CA (530) 662-2426	a) One (1) 30-Cubic yard bin	Once a Week	98	\$ _____	\$ _____
		b) No Haul Pick-Up	Each	6	\$ _____	\$ _____
Grand Total Column C Pages 1 & 2						\$ _____ (for bid comparison only)

***Each additional pick-up beyond that listed in Column A, will be paid the same rate as listed in Column B**

(1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.

(2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

(3) Any bid may be rejected if it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but prices for individual line items as well.

CONTRACTOR CERTIFICATION CLAUSES

CCC-304**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section

23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name		2. Telephone Number ()	2a. Fax Number ()
3. Address			
Indicate your organization type:			
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN)		8. California Corporation No.	
Indicate applicable license and/or certification information:			
9. Contractor's State Licensing Board Number		10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)		13. Title	
14. Signature		15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:			
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending: _____			

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

Attachments**Attachment Name/Description**

_____ Attachment 1

Bid Proposal (ADM-1412)

_____ Attachment 2

Contractor Certification Clauses (CCC 304). The CCC 304 can also be found on the Internet at <http://www.dgs.ca.gov/contracts>. Page one (1) must be signed and submitted prior to the award of the contract.

_____ Attachment 3

Bid/Bidder Certification Sheet

_____ Attachment 4

Attachment Check List

Note to Contractors:

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

ATTACHMENT #5
Sample Standard Agreement

AGREEMENT NUMBER
03A0990
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

(To be determined)

2. The term of this **12/01/04** through **11/30/06**
Agreement is:

3. The maximum amount **\$ (To be announced)**
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments, which are by this reference, made a part of the Agreement.

Exhibit A – Scope of Work	5 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 304)	
Exhibit D - Special Terms and Conditions	4 Pages
Exhibit E – Additional Provisions	2 Pages
Attachment 1 - Bid Proposal (To be included at time of award)	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

(To be determined)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation (Department)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Newmarch, Contract Officer

ADDRESS

1727 30th Street
Sacramento, CA 95816

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A
Commercial Service

SCOPE OF WORK

1. Contractor agrees to provide trash pick-up, hauling and disposal for the Department of Transportation (Department), as described herein:
 - A. Contractor shall provide all labor, tools vehicles, material, equipment and incidentals, and pay all costs, disposal fees, overweight fees, and taxes relative to the pick-up, hauling and disposal of refuse at various locations in the counties of Sacramento and Yolo.
 - B. Rate bid shall include payment for bins, pick-up, disposal, and all dump disposal fees. No reimbursement of weight fees or overweight charges will be made to the Contractor.
 - C. **Contractor must have ability to weigh bins before leaving the pick-up site. Bins must be able to hold a load of ten (10) tons or 20,000 pounds.**
 - D. Contractor shall furnish bins in good condition and provide refuse removal service at regular intervals as described herein during the entire term of the contract.
 - E. The services shall be performed at the following ten (10) locations.
 1. Northgate Maintenance Station
3940 Rosin Court
Sacramento, CA
(916) 263-6951
 - a. One (1), forty cubic yard bin
Pick-up once a week
 - b. One (1), twenty cubic yard bin
Pick-up on-call
 2. West Sacramento Maintenance Station
1040 South River Road
West Sacramento, CA
(916) 375-8343
 - a. One (1), forty cubic yard bin
Pick-up once a week

EXHIBIT A
Commercial Service

- b. One (1), twenty cubic yard bin
Pick-up once a week
- 3. Sunrise Maintenance Station
11325 Sanders
Rancho Cordova, CA
(916) 859-7816
 - a. One (1), forty cubic yard bin
Pick-up once a week
 - b. One (1), twenty cubic yard bin
Pick-up twice a month
- 4. Sacramento Bridge Crew
2809 28th & B Street (East End)
Sacramento, CA
(916) 445-0181

One (1), twenty cubic yard bin
Pick-up twice a month
- 5. Sacramento Bridge Crew
2805 28th & B Street (West End)
Sacramento, CA
(916) 322-9607

One (1), fifteen cubic yard bin
Pick-up on-call
- 6. Woodland Maintenance Station
624 North East Street
Woodland CA
(530) 662-2426
 - a. One (1), forty cubic yard bin
Pick-up once a week
 - b. One (1), twenty cubic yard bin
Pick-up on-call

EXHIBIT A
Commercial Service

7. Elk Grove Maintenance Station
9087 Elkmont Way
Elk Grove, CA
(916) 686-5032
 - a. One (1), forty cubic yard bin
Pick-up once a week
 - b. One (1), twenty cubic yard bin
Pick-up twice a month
 8. Esparto Maintenance Station
17240 Yolo Avenue
Esparto, CA 95627
(530) 787-3520

One (1) 30-cubic yard bin
Pick-Up Once a month
 9. Dunnigan Roadside Rest Area
Northbound I-5 at Dunnigan
Dunnigan, CA
(530) 662-2426

One (1) 30-cubic yard bin
Pick-up Once a week
 10. Dunnigan Roadside Rest Area
Southbound I-5 at Dunnigan
Dunnigan, CA
(530) 662-2426

One (1) 30-cubic yard bin
Pick-up Once a week
2. This Agreement shall begin on December 1, 2004, contingent upon approval by the State, and expire on November 30, 2006, unless extended by amendment.

EXHIBIT A
Commercial Service

3. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor: (To be determined)
Section/Unit:	Section/Unit:
Contract Manager: (To be announced)	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

4. Detailed description of work to be performed and duties of all parties:

- A. Contractor shall furnish trash bin(s) with lid(s) at the locations listed above. Bins shall be placed in a location approved by the Contract Manager (or his/her designee). The bins shall have retractable covers that operates smoothly and with ease, so bins remain covered in accordance with National Pollutant Discharge Elimination system storm water requirements. Each bin must be able to carry a minimum load of ten (10) tons or 20,000 pounds.
- B. Contractor shall remove and replace or empty the bins as indicated above in section 1E. If the Contract Manager or his/her designee requests services beyond that which is indicated, Contractor shall be paid at the rate bid for each additional pick-up.
- C. For location 8, 9 and 10 listed in Section 1E, if the bin is empty contractor shall leave the bin and Contractor will be paid the rate bid for no haul fee.
- D. **All trucks are to be equipped with weight scales.** All bins that are deemed to be improperly loaded either by weight or volume must be reported to the Contract Manager. The Contract manager will contact the location where the problem was reported and have it corrected. The Contract Manager or his/her designee will then contact the Contractor to arrange pick-up of the bin. Contractor shall be paid the same rate as the regular pick-up rate.
- E. The Contractor shall make the additional or on-call pick-up within three (3) working days of notification by the Contract Manager or his/her designee. If the Contractor does not pick-up the bin within three days, the Contractor shall be responsible for cleaning up all trash overflow placed on or adjacent to the bin.
- F. Pick-ups shall be made Monday through Friday between the hours of 7:30 A.M. and 4:00 P.M., except on State observed holidays. Should a State holiday

EXHIBIT A
Commercial Service

prevent a scheduled pick-up, the Contractor shall provide service on the next working day.

- G. Any damage to State property caused by the Contractor shall be repaired/replaced at the Contractor's expense.
- H. Contractor shall leave the bin area in a neat and clean condition after each pick-up.
- I. The Contractor shall at all times maintain, and cause its agents to maintain, all required current permits/licenses required for the described trash hauling and disposal services from local enforcement agencies (county, city, etc.).
- J. The Contractor shall abide by all applicable laws regarding trash pick-up, hauling and disposal services.
- K. The Contractor must provide written receipts from the chosen disposal site to assure that the Contractor followed proper disposal process of each bin or a permit for that site if owned by the Contractor. These receipts shall accompany the invoices submitted to Caltrans for payment.
- L. The Contractor shall dispose of all material in the bin, which includes, but not limited to, tires, metal, plastic, fiberglass, fabric, glass, asphalt, dirt, concrete, wood, landscape trimmings, paper products, etc.
- M. The trash will not include hazardous waste. If hazardous waste is encountered, the Contractor will notify the Caltrans Contract Manager or the designee for removal of the hazardous waste by a Caltrans hazardous waste removal contractor.

EXHIBIT B
Commercial Service

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the itemized invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, **Attachment 1**, and made a part of this Agreement.
- B. Itemized invoices shall include this Agreement Number and shall be signed and submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
District 3 – Maintenance Sunrise Region
Attention: (To be announced)
3165 Gold Valley Drive, Room 111
Rancho Cordova, CA 95742-6588

- C. Invoices shall be submitted indicating the following
 - 1. Date of service
 - 2. Number of times the bin was emptied each month
 - 3. Location of service
 - 4. Itemized charges
 - 5. Disposal receipt shall indicate:
 - a. Date of Service
 - b. Tonnage, or cubic yards of trash, or size of the bin in cubic yards as measured by the landfill site.
 - c. The name of the disposal site with the signature of disposal site's employee receiving the trash
- C. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program

EXHIBIT B
Commercial Service

and fiscal delays that would occur if the Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed (To be announced).
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the contract manager or his/her designee.

5. Rates

Rates for these services may be found on Attachment 1 of this document.
(See Bid proposal Form ADM 1412.)

6. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any

EXHIBIT B
Commercial Service

applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

7. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT D
Commercial Service

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

2. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. The contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

EXHIBIT D
Commercial Service

3. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

5. Default

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$1,500 for administrative costs. Additionally, the contractor may be liable to the State for the difference between the contractor's original bid price and the actual cost of performing the work by the second low bidder or by another contractor.

EXHIBIT D
Commercial Service

6. Non-Solicitation

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

8. Contractor's Priority Hiring Considerations

The Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9 commencing with Section 11349 of the Welfare and Institutions Code.

9. Laws to be Observed

The contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and

EXHIBIT D
Commercial Service

employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

10. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

11. Equipment Indemnification

- A. The contractor shall indemnify the state against all loss and damage to the contractor's property or equipment during its use under this Agreement and shall at the contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The contractor assumes all responsibility, which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the contractor or the contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

EXHIBIT E
Commercial Service

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.

1. Commercial General Liability

- a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

2. Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** shall be required.

EXHIBIT E
Commercial Service

2. Interfacing With Pedestrian and Vehicular Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The contractor shall take all necessary precautions for safe operations of the contractor's equipment and the protection of the public from injury and damage from such property.